name of the wife cannot be subjected, as no such issue is presented by the pleadings. The bill in such case should show in what the fraud consisted.

4. CHANCERY PLEADING—*Amendments—Discretion of trial court—After discovered facts.* Whether the amendment of a bill in chancery shall be allowed or not lies largely in the discretion of the trial court. If a complainant has knowledge of after discovered matters before his case is heard, and delays offering an amended bill setting up such matters until after his case has been heard and decided on its merits, it is not error to refuse to permit him to amend his bill for the purpose of setting up such matters.

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BEALE & CO. v. HALL, RECEIVER, &C.—Decided at Staunton, September 14, 1899. *Harrison*, J:

1. CHANCERY PLEADING AND PRACTICE—*Responsive answer—Order of reference.* If an answer in chancery denies all the material allegations of the bill, and the cause is heard on the bill, answer and replication only, without proof, the bill should be dismissed. It is error to enter an order of reference. Courts of equity will not order a reference merely to enable a complainant to furnish evidence in support of the allegations of his bill.

2. PERSONAL SERVICES—*Parent and child—Presumption—Case in judgment—Set-offs.* The law does not imply a promise to pay for services rendered to one who stands in *loco parentis*, as pecuniary compensation is not presumed to have been in the contemplation of either party. In the case in judgment the evidence does not establish any liability on the appellants for services of their nephew, and if it did, they held his bonds for a larger amount, which is a valid set-off against any claim for such services, whether asserted by the nephew or his creditors.

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MINERAL DEVELOPMENT COMPANY v. JAMES.—Decided at Staunton, September 14, 1899. *Riely*, J:

1. CONSTRUCTION OF WRITTEN INSTRUMENTS—*Deeds—Contracts.* Whether an instrument is a deed or merely a contract for a conveyance is a question of intention to be determined from the instrument itself. Words of present grant and assurance create a presumption that an executed conveyance was intended, but this presumption may be overcome by other words in the instrument showing that a future conveyance is contemplated. If, taken as a whole, it appears that a mere agreement for a conveyance was all that was intended, the intent shall prevail, for the intent, and not the words, is the essence of every agreement.

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CROCKETT AND OTHERS v. WOODS AND OTHERS.—Decided at Staunton, September 14, 1899. *Riely*, J:

1. CHANCERY PLEADING—*Cross bill—Its purpose—New matter—New parties.* A cross-bill is intended to be in aid of the defence to the original suit, and may be filed either to obtain a discovery in aid of such defence, or relief for all parties touching the matter of that bill. It may be filed against the complainant, or one or more co-defendants, or both, in the original suit. It cannot introduce new and independent matter not set up as a defence in the original suit, unless it be matter which has arisen since its institution; nor can it add new parties, except perhaps